

**Complaint Tracking for MS (06/01/2010-05/31/2011). Total Customer Contacts: 4**

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/14/10	A voice caller says he keeps getting calls from the relay customer service number. However, no one in the department has tried to call him and he doesn't use the relay service. The customer wants the calls to stop since they happen every few minutes. The Customer Service Representative apologized for the inconvenience. Follow-up has been requested by the customer.	06/14/10	The Relay Program Manager called the customer via a Sprint interpreter. Someone picked up the phone and after the Relay Program Manager said Hello a few times, they hung up. Since the customer hasn't called customer service again to complain, the Relay Program Manager assumes that these calls from another company and have stopped.
2	02/02/11	There were general service issues with the call.	02/02/11	A customer reported seeing "Captioning Service is Ringing" when trying to make calls. The Customer Service Representative advised the customer that on 2/2/11, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were both under a "state of emergency" and a "civil danger" warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11 and staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are able to make and receive calls in a timely manner.
3	02/03/11	There were general service issues with the call.	02/03/11	A customer referenced her sister's inability to reach her on 2/2/11. The Customer Service Representative advised the customer that on 2/2/11, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were both under a "state of emergency" and a "civil danger" warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11 and staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are able to make and receive calls in a timely manner.
4	02/08/11	There were general service issues with the call.	02/08/11	A customer's daughter reported that they are unable to maintain a connection with captions. The Customer Service Representative sent the customer information explaining the difference between a CapTel and a traditional phone. The Customer Service Representative also explained to the customer why the disconnect/reconnect might be occurring and sent them a letter with tips to reduce this occurrence.

# **Appendix K:**

## **Mississippi Relay Service RFP**

**MISSISSIPPI PUBLIC SERVICE COMMISSION  
AGREEMENT  
WITH SPRINT COMMUNICATIONS COMPANY L.P.  
FOR STATEWIDE TELECOMMUNICATION RELAY SERVICES**

**THIS AGREEMENT** (hereinafter the "Agreement") is for service beginning on July 1, 2010, and is by and between **SPRINT COMMUNICATIONS COMPANY L.P.**, a Delaware limited partnership (hereinafter referred to as "Sprint"), with offices at 12524 Sunrise Valley Drive, Reston, Virginia 20196, and the **MISSISSIPPI PUBLIC SERVICE COMMISSION** (hereinafter referred to as "State"), with offices for the purpose of this Agreement located at 501 N. West Street, Suite 201-A, Jackson, Mississippi 39215-1174.

**RECITALS**

**WHEREAS**, federal and state statutes require that the State of Mississippi provide statewide telecommunications relay services (herein referred to as "TRS") for the hearing and speech impaired; and

**WHEREAS**, the State issued an open invitation for proposals from vendors to provide TRS for the State of Mississippi;

**WHEREAS**, after reviewing all proposals submitted in response to its invitation, the State, after considering all factors has determined that Sprint's proposal is most advantageous to the State as the most favorable in terms of price and service;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements hereinafter set forth, the parties do hereby agree with each other, for themselves and their successors and assigns as follows:

**I. PURPOSE**

- 1.0 The purpose of this Agreement is to state the terms and conditions under which Sprint will implement and provide statewide TRS and CapTel™ services through which persons with hearing and speech disabilities are provided with access to the telecommunications network in Mississippi in a manner as functionally equivalent as possible to that provided to other telecommunications customers, and the terms and conditions under which the State will make payments for and evaluate these services provided by Sprint.

**II. SCOPE OF WORK**

- 2.0 Sprint shall be exclusive provider of TRS and CapTel for the State of Mississippi. This TRS service will be called Relay Mississippi and shall be provided in form and fashion consistent with Sprint's proposal dated March 18, 2010 in response to the Mississippi's Public Service Commission's Invitation for proposals dated February 10, 2010, which included by reference herewith and made a part hereof this Agreement. Sprint shall ensure that Relay Mississippi complies with the requirements of the Federal Communications Commission's (FCC) Rules and Orders governing TRS. If any future ruling by the FCC requires modification of the services provided hereunder, the parties shall negotiate in good faith and cooperate fully with one another as necessary to revise applicable provisions of this Agreement. If there is any discrepancy among interpretations of FCC's requirements and the provisions of this Agreement, the most stringent interpretation shall apply provided it is consistent with federal law.
- 2.1 It is the intention and desire of the parties to this Agreement to provide conversational quality in relayed calls, keep relay agent intrusion to a minimum, and ensure that relay users retain full control of their conversation and are provided an accurate interpretation of a relayed call. To accomplish these objectives the State and Sprint will coordinate and consult on an ongoing basis concerning such matters as operator proficiencies and training, quality of service, call handling procedures, and outreach projects. Sprint agrees to implement any reasonable recommendations concerning the provisioning of the State's TRS as proposed by the State when such recommendations and costs have been approved in writing by the State and made the subject of an addendum to this Agreement.
- 2.2 Sprint Agrees to comply, at a minimum, with the Federal Communication Commission (FCC) standards concerning the provisioning of TRS (particular Subpart F, Sec. 64) as those standards may be amended from time to time during the term of this Agreement. The reasonable and necessary costs incurred by Sprint in implementation of any new standards may be eligible for reimbursement through the State. Within thirty (30) days of public release of new, or changes to existing, FCC requirements concerning

the provision of TRS, Sprint shall submit a proposal explaining the scope, modifications and cost, if any to implement such changes. Upon receipt of such proposals, the State agrees to review and enter into good faith negotiations to modify this Agreement as necessary to meet the new FCC requirements. Any costs incurred by Sprint without the prior written approval of the State and/or prior to execution of an amendment under this Agreement shall be reimbursed. Sprint will implement the recommendations requested or developed by the State and Sprint only if approved in writing by both parties.

### **III. TERM**

3.0 This Agreement shall commence on July 1, 2010 and continue for a period of three (3) years ("Initial Term"), with an option to renew upon mutual agreement of the parties for additional one (1) year renewal periods ("Renewal Periods"), unless earlier terminated in accordance with XVI of this Agreement or modified.

3.1 In the case of negotiation of a new agreement, renewal of an existing agreement, or intent not to renew of an existing agreement, formal notice of the intent to negotiate new terms, to renew the Agreement, or to not renew the Agreement must be provided to the other party at least 120 days before the expiration of the then current term.

### **IV. SERVICE SPECIFICATIONS**

4.0 Sprint shall implement and provide all TRS and CapTel services and features as provided in its proposal dated March 18, 2010 in response to the Mississippi Public Service Commission's request for proposals for the provision of Telecommunications Relay Service in Mississippi ("Sprint's Proposal"). Sprint's Proposal is included herewith and made a part hereof reference.

4.1 Sprint will manage and maintain the Mississippi Equipment Distribution Program ("EDP"). Sprint will purchase and distribute up to ten (10) Wireless devices per month, up to ten (10) devices of TRS-related equipment per month, and up to ten (10) CapTel devices per month. Please see Exhibit 1 and Exhibit 2 for the Wireless EDP Application and EDP Application respectively, and additional program conditions.

4.2 The parties further agree the State also may determine to contract with Sprint for other features at a later date ("Additional Features"). These Additional Features will be implemented, at a minimum at the level of functionality proposed by Sprint at a price acceptable to the State. If approved, the parties will execute an appropriate amendment to this Agreement authorizing Sprint to provide these Additional Features.

4.3 If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (1) this Agreement, including all relevant exhibits or attachments; (2) Sprint's Proposal to the Mississippi Public Service Commission's request for proposals and (3) Mississippi Public Service Commission's request for proposals for the provision of Telecommunications Relay Service in Mississippi.

### **V. CONSUMER RELATIONS**

5.0 Sprint agrees to cooperate fully with the State to assure a high quality of TRS service and effective consumer relations.

5.1 Included in the compensation set forth in Article VII, Sprint shall provide the State with outreach services and administration of the Mississippi Equipment Distribution Program in the amount of \$125,000 per year over the term of this Agreement. The expenditure of these monies shall be in sole Sprint's discretion. However Sprint will take into consideration recommendations for this outreach budget provided by the Mississippi Public Service Commission and the Mississippi Relay Advisory Board. Sprint shall provide an accounting for all amounts expended on outreach in its monthly reports provided to the State's TRS Administrator. Unused outreach funds may be carried forward and used by the State in the next year of Agreement.

5.2 Sprint will maintain an in-state EDP coordinator that will administer the EDP program and participate in outreach efforts on behalf of Sprint and the Public Service Commission.

**VI. REPORTS**

- 6.0 As specified in its Proposal and the complaint reporting rules as required by the FCC, Sprint shall provide written monthly reports to the State on the operation of Relay Mississippi detailing usage and revenues associated with providing TRS and calculating statistics concerning operations, including but not limited to: traffic patterns, call volumes, minutes of use, average speed of answer, price per call, percentage of local versus long distance and intrastate versus interstate, and customer service inquiries.
- 6.1 Sprint shall have the right to mark as "Proprietary" documents containing commercially sensitive information or trade secrets developed or presented pursuant to this Article, and will have the opportunity to review and respond to requests prior to release of these documents by the State. Sprint agrees to mark as "Proprietary" only those documents over which it intends to assert a privilege should the State receive a request for disclosure under the Mississippi Public Records Act. The parties, therefore, agree that the terms of this Agreement are in no way intended to place upon the State restrictions which conflict with the procedural and other requirements governing compliance with the Mississippi open government laws.
- 6.2 Sprint shall supply information with its monthly complaint resolution report to show the action taken to resolve each complaint. If the State requests further information on the complaint and its resolution, Sprint will provide more detailed information to the State's TRS Administrator.
- 6.3 Sprint shall file a complaint resolution with the FCC in compliance with the FCC rules and shall provide a copy of such report to the State's TRS Administrator.
- 6.4 The State's TRS Administrator shall be notified of any disruption in service that lasts more than thirty (30) minutes. Such notification shall take place within three (3) hours of the time the disruption begins or by 8:00 a.m. on the next business day if the disruption occurs outside normal business hours (8:00 a.m. to 5:00 p.m., CST, Monday through Friday, excluding State holidays). The reports should explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation. After the service is back in full operation, the Sprint will submit a written report on the problem to the State's TRS Administrator.
- 6.5 Sprint shall be responsible for providing to the Local Exchange Carriers ("LEC") the necessary information to enable those companies to meet the statutory requirement that access not be charged on calls originating and terminating within the same local calling area.
- 6.6 Sprint agrees to provide any and all additional reports, within reason, that may be required by the State regarding TRS. If such a report will require an additional charge to the State, Sprint shall notify the State's TRS Administrator of the estimated cost for providing information and for substantiating the cost prior to issuing such a report.

**VII. COMPENSATION**

- 7.0 Sprint shall be compensated monthly by the State at a rate of \$0.89 per session minute ("Relay Rate") for the provision of relay service in Mississippi for the Initial Term of the Agreement. The Relay Rate excludes the monthly recurring charge for the Equipment Distribution Program and Outreach Program. CapTel shall be compensated at a rate of \$1.82 per session minute ("CapTel Rate") for the Initial Term of the Agreement. The Relay Rate and the CapTel Rate shall be firm for the Initial Term of this Agreement. Sprint reserves the right to negotiate with the State in good faith the Relay Rate and the CapTel Rate for the Renewal Periods outlined in Article III.

- 7.1.1 Sprint shall be compensated by the State with a monthly recurring charge ("MRC") of \$14,000.00 during each month of the Initial Term of the Agreement. The MRC will include the following:
- \$125,000 Annual Outreach budget (Outreach Specialists, EDP Coordinator, public service announcements, marketing materials and sponsorships)
  - Up to ten (10) TRS-related pieces of equipment per month
  - Up to ten (10) 3G wireless devices (or 4G devices when readily available)
  - Customer Care

Sprint reserves the right to negotiate with the State in good faith the MRC for the Renewal Periods outlines in Article III.

7.2 Upon receipt from Sprint of complete invoice conforming with the requirements of this Agreement, the State shall assure that all such invoices are processed in a timely manner in accordance with the State's contract with the National Exchange Carriers Association ("NECA").

7.3 The address Sprint shall submit its monthly invoices to is as follows:

Randy Tew  
Director of Administrative Services  
Mississippi Public Utilities Staff  
PO Box 1174  
Jackson, MS 39215-1174

7.4 **Taxes and Surcharges.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes for which it does not hold a valid tax exemption including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

Sprint may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs Sprint incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges, Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. Sprint may impose additional charges or surcharges to recover amounts Sprint is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges.

#### **VIII. TERM OF PAYMENT**

8.0 Sprint shall submit monthly invoices to the State's TRS Administrator in accordance with Article VII above. If the State finds the invoice to be in order, it will make payment to Sprint within thirty (30) business days. If the invoice is not found to be in order, the State shall indicate the reason or reason for rejection and allow Sprint to resubmit. If Sprint determines, in good faith, that the invoice is in order, Sprint will notify the State and, within 5 business days of receiving notice, the State must pay the charge. If Sprint determines in good faith, that the State's reason is valid, Sprint will make the necessary changes.

8.1 Payments shall be made based upon the pricing presented in Article VII of this Agreement.

#### **IX. SCHEDULING AND COMPLETION OF WORK**

9.0 Time is of essence in this Agreement and, accordingly, all time limits shall be strictly constructed and strictly enforced. Either party's failure to meet a deadline imposed hereunder shall be considered a material significant breach of this Agreement and may lead to the State's termination of this Agreement.

#### **X. CONTRACT ADMINISTRATION**

10.0 The State designates Brian U. Ray as its representative to serve as the TRS Administrator. The State may change its designation of the person serving as the State's TRS administrator at any time the State, at its sole discretion, deems appropriate. Such change will be effected via delivery of a written notice to Sprint in accordance with the provisions of Article XI of this Agreement. All communications relating to this Agreement shall be direct to the State's TRS administrator, Sprint acknowledges that the State's TRS Administrator does not have any authority to amend this Agreement, to initiate change orders, to alter the compensation paid to Sprint, or to otherwise alter performance requirements

established under this Agreement. Sprint further acknowledges that such authority is exclusively held by the State.

- 10.1 The State's TRS Administrator will monitor the progress of the implementation of Mississippi Relay. Upon the written or oral request of the State, or the State's TRS Administrator, Sprint agrees to discuss at any time any element of the provisioning of TRS.
- 10.2 The representatives of both parties shall handle communications in a timely and cooperative manner.
- 10.3 A Sprint representative will attend the State Relay Advisory meetings. Sprint's outreach specialists perform outreach duties to enhance the awareness and visibility of the Mississippi Relay Program, including the CapTel service and the Equipment Distribution Program.

#### **XI. MODIFICATIONS TO AGREEMENT**

- 11.0 Throughout the term of this Agreement, the State may request in writing that certain changes be made to the general scope of the services without invalidating this Agreement. No changes in the scope of work shall be made by Sprint without the prior written approval of the State. Sprint acknowledges that such written approval is exclusively held by the State and has not been delegated unless and until a specific delegation of authority or specific approval of such amendments or changes has been given by the State and a copy thereof provided by Sprint.
- 11.1 This Agreement and all obligations hereunder are subject to all applicable laws, rules, obligations and orders or rulings of any authorized court, agency or commission of the federal or state governments. This Agreement is subject to changes or modifications that may from time to time be directed by the FCC or the State of Mississippi.
- 11.2 Subsequent changes in federal and state legislation or rules and regulations or State requirements for TRS service may require modification of the terms of this Agreement, including an increase or decrease in the duties of Sprint. In the event that subsequent changes to statutes, rules, regulations, or State requirements for TRS Services are adopted, the State and Sprint shall negotiate the terms of Agreement modification, whether an increase or decrease in responsibilities or expense, in good faith and incorporate such modifications into this Agreement by written amendment. Agreement amendments and modifications requiring additional compensation must be approved by the State and not by any individual State employee or officer.
- 11.3 Upon receipt of a written request from the State for a change to the general scope of work, the Sprint Contract Administrator shall, within a reasonable time thereafter, submit to the State a detailed written estimate of any proposed price and schedule adjustment(s) to this Agreement. No changes to the general scope of work will occur unless and until the State approves Sprint's proposed modification proposal, including the scheduling adjustments and the costs (if any) associated with the modifications, in writing.

#### **XII. NOTICE**

- 12.0 All written notices and other communications between the parties shall be sufficient in all respects if mailed by certified mail, return receipt requested respectively to:

**For the State**  
Mississippi Public Service Commission  
P.O. Box 1174  
Jackson, MS 39215-1174  
Attn: Brian U. Ray  
Executive Secretary

**For Sprint**  
Sprint  
2001 Edmund Halley Drive  
Reston, VA 20191  
Attn: Legal Department – Public Sector

#### **XIII. AUDITS**

- 13.0 Sprint shall maintain records of relay service operations so as to permit review and determination of TRS results. Sprint shall make these records available to inspection by the State and its designees.

Upon reasonable notice, Sprint will make these records available at Sprint's business offices during normal business hours.

- 13.1 The State shall have the right to audit Sprint's records supporting billed amount of services. The cost of the audit will be borne by the State and the State shall be responsible for arranging the audit and payment for such audit. Upon ten (10) business days prior notice, Sprint shall make such relevant records and facilities available to the State or its designee.
- 13.2 To the extent the audit report discloses any discrepancies or irregularities in Relay Mississippi charges or operations, and following a reasonable period of review, response and opportunity for verification by Sprint, Sprint shall make agreed upon modifications to operations and, if necessary, adjust the next monthly billing as soon as practicable, but not later than sixty (60) days from the date of issuance of the audit report. Sprint shall make all reasonable efforts to assure that verification and response are completed in a timely manner.

**XIV. TITLE**

- 14.0 Facilities and equipment owned and employed by Sprint in the provision of TRS shall remain the property of Sprint and nothing contained in this Agreement will be construed to require Sprint to transfer ownership of such to the State. Sprint agrees to transfer data contained in any customer profile/databases to the State's next TRS provider at the direction of the State and in compliance with FCC requirements.

**XV. FORCE MAJUERE**

- 15.0 Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

**XVI. BASIS FOR TERMINATION**

**16.0 Sprint Right to Terminate.**

- 16.1.1 Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) the State fails to cure its default of payment terms of this Agreement; (2) the State fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) the State provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) the State fails to comply with applicable law or regulation and the State's noncompliance prevents Sprint's performance under the Agreement; or (5) the State fails to comply with the resell restrictions contained in Section 1.5 "Resale".
- 16.1.2 If Sprint terminates this Agreement under this Sprint Right to Terminate or Termination section, the State will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date,

**16.1 State Right to Terminate.**

- 16.2.1 **Material Failure.** The State may terminate a Product or Service if Sprint materially fails to provide the Product or Service, the State provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and the State provides Sprint with written notice of Sprint's failure to cure and the State's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by the State or a failure identified in the "Force Majeure" section.
- 16.2.2 **Termination for Convenience.** The State may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If the State exercises its right to terminate for



convenience, the State must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.

- 16.2.3 Termination for Nonappropriation.** The State may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when the State is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, the State will not be obligated for payments for any fiscal period after the effective date of termination. The State will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, the State will provide supplemental documentation regarding the non-appropriation of funds. The State must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If the State terminates the Agreement in part or in whole under this nonappropriation provision, the State will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

## **XVII. INDEMNITY**

- 17.0 Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend the State, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.

- 17.1 Intellectual Property.** Sprint will indemnify and defend the State, the State's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by the State; or (ii) the State's continued use of infringing Services after Sprint provides reasonable notice to the State of the infringement.

For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option and expense, either:

- (A) procure the right for the State to continue using the Services;
- (B) replace or modify the Services with comparable Services; or
- (C) or terminate the Services.

- 17.2 Rights of Indemnified Party.** To be indemnified, the State must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The State will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.
- 17.3 Exclusive Remedy.** The provisions of this "Indemnity" Section state the entire liability and obligations of Sprint and any of its affiliates or licensors, and the exclusive remedy of the State, with respect to any claims identified in this section.

## **XVII. LIMITATION OF LIABILITY: EXCEPTIONS**

- 18.0** Sprint's liability for damages shall be limited to an amount not to exceed the lesser of (i) the total aggregate amount paid or payable by the State under this Agreement during the twelve (12) calendar months immediately preceding the occurrence of the event giving rise to the liability, or (ii) \$1 million.

18.1 Subject to the provisions of Article XVII of this Agreement, if, and to the extent permitted by applicable law, each party's liability to the other for any claims arising under or in connection with this Agreement shall be limited as follows:

18.1.1 In no event will either party be liable to the other party for consequential, incidental or exemplary damages, even if such party has been advised of the possibility of such damages.

18.1.2 Each party's liability for damages to the other party will be limited to an amount not to exceed the lesser of: (i) the total aggregate amount paid or payable to Sprint under this Agreement during the twelve (12) calendar months immediately preceding the occurrence of the event(s) giving rise to the liability, or (ii) \$1 million.

18.1.3 The parties expressly agree that this Article XVII is in no way intended to constitute a waiver by the State of any defenses or immunities from suit or from liability the State may have by operation of law. The parties further expressly agree that nothing in this Article XVII is intended to constitute any obligation against or payable from the general revenue funds or any other fund of the State of Mississippi.

**XIX. COMPLIANCE WITH LAW**

19.0 Sprint agrees to familiarize itself, and to comply, with all applicable laws, ordinances, rules and regulations of federal, state, and municipal governments, or the legally constituted agencies thereof, and shall be liable for any damages caused by violations of such.

**XX. NON-WAIVER**

20.0 Failure of either party to insist on the strict performance of any of the provisions herein, or to exercise any rights or remedies arising hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with said provisions or with any other obligation hereunder.

**XXI. GOVERNING LAW**

21.0 The Agreement shall be interpreted, governed, and construed in accordance with the laws of the State of Mississippi. The parties hereby submit to the jurisdiction of the state courts, and venue is hereby stipulated to be in the state courts, located in Hinds County, Mississippi. Sprint stipulates that it is subject to the jurisdiction of the courts located in Hinds County, Mississippi, for any cause of action arising from any act or omission in the performance of this Agreement.

**XXII. SEVERABILITY**


22.0 If any provision of this Agreement shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted and the remainder of this Agreement shall continue in full force and effect, as if such provision had never existed.

**XXIII. ENTIRE AGREEMENT**

23.0 This Agreement constitutes the entire Agreement between the parties hereto. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. No changes, alternatives, or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind such party.


IN WITNESS WHEREOF; the parties hereto have entered into this Agreement as of the date first above written.

MISSISSIPPI PUBLIC SERVICE COMMISSION

By:   
Authorized Signature  
Date: 8-3-2010  
Name and Title: BRANDON HAGLEY  
(please type or print) CHAIRMAN  
Address: P.O. Box 1174  
Jackson, MS 39215-1174

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By:   
Authorized Signature  
Date: 7/22/2010  
Name and Title: Michaela Clairmonte  
(please type or print) Manager, Contract Negotiations  
Address: 2001 Edmund Halley Drive  
Reston, VA 20191

Sprint — Approved  
as to Legal Form

HRF  
22 Jul 10

EXHIBIT 1

## **Application for Sprint Wireless Device**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Information to best contact you: (Phone) \_\_\_\_\_ (VP) \_\_\_\_\_

E-Mail: \_\_\_\_\_

### **Conditions of Acceptance for the Wireless Applicants.**

The purpose of the Mississippi Relay Equipment Distribution Program ("EDP") is to provide equal access to telephone and emergency services for Deaf and Hard of hearing individuals. This program was established by Sprint Relay, with approval of the Mississippi Public Service Commission.

### **Eligibility Criteria for the EDP**

1. Applicant must be a Mississippi State Resident and complete this Mississippi Relay Equipment Distribution Application Form ("Application").
2. Applicant must have a hearing loss of 75 decibels or greater as certified by a doctor or audiologist's report, or have a communication disorder which severely interferes with communicating effectively over the telephone as certified by a physician or speech-language pathologist or other qualified individuals.
3. The wireless device may not be sold, loaned or transferred out of the possession of the Applicant.
4. Parents or legal guardian must apply for a wireless account for Applicants under the age of 18.
5. Applicant will be eligible for only one wireless device within a two year period.
6. If the recipient should move to a different address, the Applicant must notify the Mississippi Relay Equipment staff immediately via email at the following address: [MSRelay@sprint.com](mailto:MSRelay@sprint.com).
7. **Individuals must qualify for a wireless account through Sprint. The Application will be processed through a computer to determine credit eligibility for an account. Depending on the results of the credit check, some individuals may be required to pay a deposit. Mississippi Relay Equipment staff does not control this credit check. If the Applicant is unable to pay the deposit, the Applicant will not be eligible to receive a Blackberry device through the EDP.**
8. All Applicants will be allowed to keep their current MRS landline equipment in addition to their wireless device to guarantee access to 911.
9. This is a two-year DATA ONLY contract, designed exclusively for Deaf, Hard-of-Hearing or Speech impaired individuals. NO VOICE service is included.
10. This DATA-only plan costs \$29.99 per month plus applicable taxes and surcharges. Insurance for the device is REQUIRED and costs \$7.00 a month. (The first month invoice will be higher than normal,

because it will include the following: (i) an activation fee (\$36 per new account); (ii) shipping fee (\$12.95); monthly recurring charge for service in addition to any partial current month charge for service).

11. All maintenance or repair of wireless devices are the sole responsibility of the Applicant. The Mississippi Relay Equipment EDP or its agents are not liable for any damage that may result from this equipment or its use.
12. Applicant may be required to participate in evaluations of the EDP, if requested by the Mississippi Relay Equipment staff.

By signing this Application, I agree to all terms and conditions on this Application, including payment to Sprint for monthly service, device insurance, taxes and surcharges for a period of two years or until written notice of cancellation is provided to Sprint.

In addition, by signing this Application, I understand that I agree to Sprint's terms and conditions for service ("Terms and Conditions"), which are located at: [http://nextelonline.nextel.com/en/legal/legal\\_terms\\_privacy\\_popup.shtml?id16=warranty](http://nextelonline.nextel.com/en/legal/legal_terms_privacy_popup.shtml?id16=warranty). Upon my request, Sprint will provide me with a copy of the Terms and Conditions.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

MRS Equipment Program Witness \_\_\_\_\_

## Exhibit 2

### Mississippi Relay Equipment Distribution Program (EDP)



## Application

3010 Lakeland Cove, Suite Z-1 Flowood, MS 39232

Office: 601-936-5012 – Fax: 601-936-5051 – TTY: 601-936-5053

Email: MSRelay@sprint.com

### EQUIPMENT Currently AVAILABLE:

**CapTel Phone:** A phone for Deaf or Hard-of-Hearing individuals with speech and voice capabilities. This phone allows individuals to speak to the other party, then read the other party's comments as they come back on the screen of the CapTel unit.

**Text Telephone:** A phone that uses a keyboard in order to type messages to another TTY and receives readable text typed back on a front facing screen, by the called person. Analog phone line is required.

**Uniphone:** is available for Hearing-Carry-Over.

**Phone Ring Flasher:** This unit is connected to a phone line and flashes to signify an incoming call.

### EDP STATEMENT OF UNDERSTANDING AND ACCEPTANCE

1. **Mississippi Residency Required.** The Mississippi Relay Equipment program serves only the residents of Mississippi. I certify that I am a legal Mississippi resident. Proof may be requested.

2. **Telephone Service Required (Caution: Digital phone line MAY damage the phone equipment).** I certify that I have the proper phone service for the equipment I am requesting.

3. **Hearing loss Proof.** An Eligibility Certification form must be filled out by a qualified professional in order to verify that you have a hearing disability. Please send this form back to TAP with your application.

4. **Companies or businesses must purchase equipment.** EDP applications are only available to private residents of Mississippi.

**5. Fair Treatment.** Mississippi Relay Services Equipment Distribution Program does not discriminate because of age, religion, disability, sex, race, etc.

**6. Confidentiality.** All information on this application will be kept in strict confidentiality.

**7. Equipment Purpose.** All EDP equipment is provided to bridge the communication gap for making Relay calls.

**8. Your Responsibility.** You are responsible for all supplies including batteries, paper, cords, bulbs, etc. Please remember that telephone equipment is very sensitive. You are responsible for protecting and maintaining the equipment. Any evidence of abuse may void your right to secure replacement equipment.

**9. MS Relay Responsibility.** The EDP is responsible for normal wear and tear for up to two years after issue. All equipment must be cleaned and returned to the EDP for repair. You must NOT attempt to repair broken equipment. Repair costs for abused equipment are the responsibility of the user.

**By signing below you acknowledge that you agree to the above Statement of Understanding and Acceptance.**

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Personal Information** Please *print/write* clearly. Application may be delayed if information is not clear.

Name of Applicant: (Last, First, Middle Initial)

Home Address (Address, City, State, Zip Code):

Mailing address (if different from home address)

Email Address:

Home Phone (Please specify if this number is Voice/TTY/Video Phone):

Pager Address:

Do you have High Speed Internet or DSL (circle) ?                      YES                      NO

Contact Person (name of someone NOT living with you)

Male \_\_\_\_\_ Female \_\_\_\_\_

Date of Birth \_\_\_\_\_

Race (circle one):

Caucasian      African American      Hispanic      Asian      Native American      Other

Annual Income (Circle one): Under \$20,000      \$20,000 to \$50,000      Over \$50,000

Preferred Method of Communication (circle): Speech      Sign Language      Pen/Paper

Do you currently use any form of Telecommunications Relay Service? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, which service? \_\_\_\_\_

Have you applied for or do you currently have EDP equipment? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, when did you apply? \_\_\_\_\_

How did you learn about the MS EDP Program? \_\_\_\_\_



**I certify that I am hearing impaired as certifiable by a medical doctor, audiologist, speech pathologist, or other qualified individual or EDP representative. The EDP reserves the right to require further proof if deemed necessary.**

**Please return this Application along with proof of telephone service (current copy of phone bill) and a certificate of hearing loss as verified by #3 on the first page of this application. We cannot process this application without the certification.**

**I hereby request a: (Choose only ONE, plus Flasher if needed)**

**CapTel ☐**

**VCO Phone ☐**

**TTY ☐**

**Speech to Speech ☐**

**Visible Ring Flasher ☐**

**I certify that all statements made by me are true and correct to the best of my knowledge. I give permission to the Mississippi Relay EDP to request more information for the purpose of verifying my need for special equipment. Note: if the applicant is a minor, then a parent or legal guardian must sign.**

**Applicant's Signature:**

**Date:**

**Original signatures required. Make sure you answer ALL of the questions. Incomplete or unreadable applications will cause rejection or delay of this application.**

**Return Application to:  
Mississippi Relay  
3010 Lakeland Cove Suite Z-1  
Flowood, MS 39232**

# Mississippi Public Service Commission



**BRANDON PRESLEY, Chairman**  
NETTLETON - THIRD DISTRICT  
**LYNN POSEY, Vice-Chairman**  
UNION CHURCH - FIRST DISTRICT  
**LEONARD L. BENTZ, Commissioner**  
BILOXI - SECOND DISTRICT

**BRIAN U. RAY**  
EXECUTIVE SECRETARY  
(601) 961-5400

**KATHERINE COLLIER**  
ATTORNEY  
**JOEL BENNETT, DIR.**  
FINANCE & PERSONNEL  
**MARK McCARVER, DIR.**  
GAS PIPELINE SAFETY

February 10, 2010

TO: All Telecommunications Companies

RE: Telecommunications Relay Service (TRS)

The Mississippi Public Service Commission is currently taking proposals from interested companies for the provision of Telecommunications Relay Service. The contract period will be for 3 years beginning July 1, 2010. Proposals are due March 24, 2010, and must meet or exceed all operational, technical and functional minimum standards as outlined by the Federal Communications Commission regarding Relay Service.

If you have any questions, please call Brian U. Ray, Executive Secretary at 601.961.5434, or Randy Tew at 601.961.5489.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian U. Ray", is written over a large, stylized, looping flourish that extends to the left and right.

Brian U. Ray  
Executive Secretary

Cc: Brandon Presley, Chairman  
Lynn Posey, V-Chairman  
Leonard Bentz, Commissioner  
Katherine Collier  
Randy Tew

**FIRST AMENDMENT TO  
STATE-WIDE TELECOMMUNICATIONS RELAY SERVICES  
CONTRACT #MS 002**

This First Amendment is made to the State-Wide Telecommunications Relay Services Contract No. MS 002 between **SPRINT COMMUNICATIONS COMPANY, L.P.** ("Sprint") and the **MISSISSIPPI PUBLIC SERVICE COMMISSION** ("Customer"), signed by Customer on May 1, 2006 and Sprint on March 27, 2006 (the "Agreement").

The following modified and added terms and conditions are made a part of the Agreement effective on the last day this Amendment is signed by Sprint and Customer ("First Amendment Effective Date").

**Sprint and Customer agree as follows:**

1. In accordance with Section 3 ("TERM") the Parties agree to renew this Agreement for an additional one-year period with an effective date of July 1, 2009 and expiring June 30, 2010 ("Option Year").
2. The Agreement is amended by modifying Section 4.0 ("SERVICE SPECIFICATIONS"), Subsection 4.1 to read as follows:
  - 4.1 Sprint will manage and maintain the Mississippi Equipment Distribution Program ("EDP"). Sprint will purchase and distribute up to ten (10) pieces of telephonic equipment and ten (10) CapTel phones per month and ten (10) Wireless devices per month. Please see Exhibit 1 for the Wireless EDP Application and additional program conditions.
3. In accordance with Section 7 ("COMPENSATION"), Subsection 7.0 the Customer will receive the following pricing for the Option Year.

TRS Price-Per-Minute (PPM)	\$0.89 Session Minute
With Separate Monthly Recurring Charge	\$14,000 MRC
CapTel PPM (Includes CapTel Phones)	\$1.82 Session Minute

4. The Agreement is amended in Section 7 ("COMPENSATION"), by adding new Subsection 7.3 as follows:

7.3 Taxes and Surcharges. Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes for which it does not hold a valid tax exemption including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

Sprint may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs Sprint incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges, Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. Sprint may impose additional charges or surcharges to recover amounts Sprint is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges.

5. All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are Sprint's proprietary information. Alterations to this Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this Amendment must be signed by a Customer representative; and signed by a Sprint officer or authorized designee.

**MISSISSIPPI PUBLIC SERVICE COMMISSION**

By:

  
Authorized Signature

Name:

Lynn Posey

By:

  
Authorized Signature

Name:

Leonard Bentz

By:

\_\_\_\_\_  
Authorized Signature

Name:

Date:

Address:

**SPRINT COMMUNICATIONS COMPANY, L.P.**

By:

  
Authorized Signature

Name:

RITA J. FISTECE

Date:

Address:

July 1, 2009

2001 Edmund Halley Drive

Reston, VA 20191

Sprint — Approved  
as to Legal Form

HRF-14 May 2009

EXHIBIT 1

## **Application for Sprint Wireless Device**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Information to best contact you: (Phone) (VP) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please check the equipment you are requesting.

\_\_\_\_\_ Blackberry Curve 8330

color ☐ Red ☐ Titanium

### **Conditions of Acceptance for the Wireless Applicants.**

The purpose of the Mississippi Relay Equipment Distribution Program ("EDP") is to provide equal access to telephone and emergency services for Deaf and Hard of hearing individuals. This program was established by Sprint Relay, with approval of the Mississippi Public Utilities Commission.

### **Eligibility Criteria for the EDP**

1. Applicant must be a Mississippi State Resident and complete this Mississippi Relay Equipment Distribution Application Form ("Application").
2. Applicant must have a hearing loss of 75 decibels or greater as certified by a doctor or audiologist's report, or have a communication disorder which severely interferes with communicating effectively over the telephone as certified by a physician or speech-language pathologist or other qualified individuals.
3. The Blackberry device may not be sold, loaned or transferred out of the possession of the Applicant.
4. Parents or legal guardian must apply for a wireless account for Applicants under the age of 18.
5. Applicant will be eligible for only one Blackberry device within a two year period.
6. If the recipient should move to a different address, the Applicant must notify the Mississippi Relay Equipment staff immediately via email at the following address: [MSRelay@sprint.com](mailto:MSRelay@sprint.com).
7. Individuals must qualify for a wireless account through Sprint. The Application will be processed through a computer to determine credit eligibility for an account. Depending on the results of the credit check, some individuals may be required to pay a deposit. Mississippi Relay Equipment staff does not control this credit check. If the Applicant is unable to pay the deposit, the Applicant will not be eligible to receive a Blackberry device through the EDP.
8. All Applicants will be allowed to keep their current MRS landline equipment in addition to their wireless device to guarantee access to 911.

9. This is a two-year DATA ONLY contract, designed exclusively for Deaf, Hard-of-Hearing or Speech impaired individuals. NO VOICE service is included.
10. This DATA-only plan costs \$29.99 per month plus applicable taxes and surcharges. Insurance for the device is REQUIRED and costs \$7.00 a month. (The first month invoice will be higher than normal, because it will include the following: (i) an activation fee (\$36 per new account); (ii) shipping fee (\$12.95); monthly recurring charge for service in addition to any partial current month charge for service).
11. All maintenance or repair of wireless devices are the sole responsibility of the Applicant. The Mississippi Relay Equipment EDP or its agents are not liable for any damage that may result from this equipment or its use.
12. Applicant may be required to participate in evaluations of the EDP, if requested by the Mississippi Relay Equipment staff.

By signing this Application, I agree to all terms and conditions on this Application, including payment to Sprint for monthly service, device insurance, taxes and surcharges for a period of two years or until written notice of cancellation is provided to Sprint.

In addition, by signing this Application, I understand that I agree to Sprint's terms and conditions for service ("Terms and Conditions"), which are located at: [http://nextelonline.nextel.com/en/legal/legal\\_terms\\_privacy\\_popup.shtml?id16=warranty](http://nextelonline.nextel.com/en/legal/legal_terms_privacy_popup.shtml?id16=warranty). Upon my request, Sprint will provide me with a copy of the Terms and Conditions.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

MRS Equipment Program Witness \_\_\_\_\_



**Mississippi Relay Equipment Distribution Program**  
460 Briarwood Drive  
Suite 400  
Jackson, Mississippi 39206

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**What is the MREDP Program?**

The purpose of the Mississippi Relay Equipment Distribution Program ("EDP") is to provide equal access telephone and emergency services for Deaf and Hard of hearing individuals. This program was established by Sprint Relay, with approval from the Mississippi Public Service Commission.

**How do I apply for the MREDP Program?**

1. Applicant must be a Mississippi State Resident and complete this Mississippi Relay Equipment Distribution Application Form ("Application").
2. Applicant must have a hearing loss of 40 decibels or greater as certified by a doctor or audiologist's report, or have a communication disorder which severely interferes with communicating effectively over the telephone as certified by a physician or speech-language pathologist or other qualified individuals.
3. The wireless device may not be sold, loaned or transferred out of the possession of the Applicant.
4. Parents or legal guardian must apply for MSDEP for Applicants under the age of 18.
5. If the recipient should move to a different address, the Applicant must notify the Mississippi Relay Equipment staff immediately via email at the following address: [MSRelay@sprint.com](mailto:MSRelay@sprint.com).
6. All Applicants will be allowed to keep their current MRS landline equipment in addition to their wireless device to guarantee access to 911.
7. Applicant may be required to participate in evaluations of the EDP, if requested by the Mississippi Relay Equipment staff.



## APPLICANT FORM

Full Name: \_\_\_\_\_

Last

First

Initial

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ CapTel\_\_ TTY\_\_ VP\_\_ Voice\_\_

Email: \_\_\_\_\_ SSN# \_\_\_\_\_

### Mississippi Relay Equipment Options:



Ultratec Miniprint 425

CapTel

Dialogue VCO Phone

Ultratec Uniphone

1. Do you need a phone flasher? \_\_Yes \_\_No

2. I am requesting the following equipment: (please check one)

TTY-Ultratec Miniprint 425 \_\_\_\_\_

CapTel 800 (require landline) \_\_\_\_\_

VCO-Ameriphone Dialogue VCO \_\_\_\_\_

CapTel 840 i (require landline/DSL) \_\_\_\_\_

HCO-Ultratec Uniphone 1140 \_\_\_\_\_

### Maintenance and repair of equipment.

If you encounter a problem with equipment, contact MREDP Coordinator. If there is a mechanical problem with your equipment, we will repair your equipment and provide a temporary loan (based on availability) at no charge. If equipment is abused, the user is fully responsible for the repair cost which will void your right to secure a temporary loan.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MRS Equipment Program Witness: \_\_\_\_\_

**Office:** 601.936.5012 **TTY:** 601.709.4624 **Fax:** 601.709.4625

**Email:** [MSRelay@sprint.com](mailto:MSRelay@sprint.com)

**Website:** [www.mississippirelay.com](http://www.mississippirelay.com)





Mississippi Relay Equipment Distribution  
Program  
460 Briarwood Drive  
Suite 400  
Jackson, Mississippi 39206

---

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4. Parents or legal guardian must apply for a wireless account for Applicants under the age of 18.
5. Applicant will be eligible for only one wireless device within a two year period.
6. If the recipient should move to a different address, the Applicant must notify the Mississippi Relay Equipment staff immediately via email at the following address: [MSRelay@sprint.com](mailto:MSRelay@sprint.com).
7. Individuals must qualify for a wireless account through Sprint. The Application will be processed through a computer to determine credit eligibility for an account. Depending on the results of the credit check, some individuals may be required to pay a deposit. Mississippi Relay Equipment staff does not control this credit check. If the Applicant is unable to pay the deposit, the Applicant will not be eligible to receive a wireless device through the EDP.

This is a two-year DATA ONLY contract, designed exclusively for Deaf, Hard-of-Hearing or Speech impaired individuals. NO VOICE service is included.

This DATA-only plan for devices released prior to October 14, 2011 costs \$29.99 per month plus applicable taxes and surcharges. For all devices released after October 14, 2011, the DATA-only plan will be \$44.99 per month. A \$10.00 per month Premium Data Add-on charge will also apply on all 4G smartphones (devices with robust operating systems bringing the full function of mobile applications and programs to life including but not limited to Apple iPhone, Blackberry™, Android™, Windows Mobile®, Palm®, and the